his duty was injured and rendered incapable of caring for himself. He later died as a result of exposure and the delay of the company in obtaining medical attendance for him. *Held,* the railroad is liable. *Tippecanoe L. & T. Co.* v. *C. C. C. & St. L. Ry. Co.* (Ind.), 104 N. E. 866. See NOTES, p. 66.

MINES AND MINERALS—OIL AND GAS LEASE—BREACH OF IMPLIED COVENANT—ENFORCEMENT OF FORFEITURE IN EQUITY.—An oil and gas lease was made contemplating a profit for both lessor and lessee. The lessee failed to operate and develop the property. *Held,* equity will decree a forfeiture of the lease for such breach of implied covenant without proof of fraud or mistake. *Indiana Oil, Gas & Development Co.* v. *McCrory* (Okla.), 140 Pac. 610.

As there is no express covenant in regard to the work and development of the property by the lessee, there arises by necessary implication a covenant to develop the work with reasonable diligence and upon a failure so to do, equity will declare a forfeiture of the lease regardless of the question of fraud or mistake. *Monroe* v. *Armstrong,* 96 Pa. 307. The general rule of equity is that it never lends its aid to enforce forfeitures or penalties, but the rule is not absolute and it will do so where the justice of the case so demands. *Brewster* v. *Lanyon Zinc Co.,* 140 Fed. 801, 77 C. C. A. 213; *Gadbury* v. *Ohio & Indiana Consolidated, etc., Co.,* 162 Ind. 9, 67 N. E. 259, 62 L. R. A. 895. So where to enforce a forfeiture will protect a lessor from the laches of a lessee, where the lease is of no value unless developed. *Monroe* v. *Armstrong, supra; Jennings* v. *Southern Carbon Co.* (W. Va.), 80 S. E. 368. But it has been held that equity will not declare a forfeiture unless there is fraud, mistake, or the like, the only remedy is an action at law for damages. *Colgan* v. *Forest Oil Co.,* 194 Pa. St. 234, 45 Atl. 119; *Young* v. *Forest Oil Co.,* 194 Pa. St. 243, 45 Atl. 121.

The view has been advanced that where there are express covenants, the breach of which involve a forfeiture, none can arise by implication; following the maxim *expressio unius est exclusio alterius. Core* v. *New York Petroleum Co.,* 52 W. Va. 276, 43 S. E. 128; *Rose* v. *Lanyon Zinc Co.,* 68 Kan. 126, 74 Pac. 625.

MUNICIPAL CORPORATIONS—ORDINANCES—SEGREGATION OF RACES.—A city charter contained a provision that the alderman might pass any ordinance which they deemed proper for the good order and general welfare of the city if it does not contravene the laws and Constitution of the state. The aldermen adopted an ordinance making it unlawful for any negro to occupy as a residence any house on any street on which the greater number of houses are occupied as residences by white people. The ordinance contained a similar provision as to whites. *Held,* such a law is against the public policy of the state and is not authorized by the city charter. *State* v. *Darnell* (N. C.), 81 S. E. 338. See 1 VA. L. REV. 333.

MUNICIPAL CORPORATIONS—POLICE POWER—BILLBOARDS.—A city ordinance provided that all billboards should have a space of not more than three

feet nor less than two feet from the lower edge to the ground, should be able to withstand a wind pressure of forty pounds per square foot, should not be more than twelve feet high nor less than three feet from any structure and must be at a distance at least equal to their height from the street line. It provided furthermore, that all billboards not conforming to these regulations must be removed. *Held,* the ordinance is reasonable and constitutional, both as to existing and future billboards. *Cream City Bill Posting Co.* v. *City of Milwaukee* (Wis.), 147 N. W. 25. See NOTES, p. 70.

NEGLIGENCE—IMPUTED NEGLIGENCE.—The plaintiff was injured in a collision, while riding as the guest of a certain L. who was driving at the time. *Held,* the negligence of L. will not be imputed to the plaintiff. *Atwood* v. *Utah Light & Ry. Co.* (Utah), 140 Pac. 137. See 1 VA. L. REV. 252.

PATENTS—CONTRACTS IN RESTRAINT OF TRADE.—A contract gave one party the exclusive right to vend a certain patented article in a specified district, fixing a minimum price below which he was not authorized to sell. *Held,* such a contract does not come within the purview of the anti-trust law of the state, since the object of the patent law is monopoly. *Lock* v. *Citizens' Nat. Bank* (Tex.), 165 S. W. 536. See 1 VA. L. REV. 445.

PUBLIC OFFICERS—RESIGNATION BEFORE APPOINTMENT.—As a condition precedent to his appointment a public officer was required to hand in an undated resignation from his prospective office. After a lapse of time the appointing official attempted to accept the resignation. *Held,* the resignation is ineffectual. *People* v. *Reinberg* (Ill.), 105 N. E. 715.

An officer cannot resign from an office before he has qualified for it. *Reg.* v. *Blizard,* L. R. 2 Q. B. 55; *Miller* v. *Sacramento County,* 25 Cal. 94; *In re Corliss,* 11 R. I. 639, 23 Am. Rep. 538. The resignation, signed and delivered before the appointment was made, is a nullity. Since nugatory no lapse of time can render it valid and effectual. Mecham, Law of Officers, § 410. Where the law confers the power to appoint, but not to remove, the latter power is not meant to be included. Were officials who are clothed with the appointing power allowed to pursue any such insidious method as that attempted in this case, the ends of the law would easily be defeated and the power of removal readily usurped by those who have the power to appoint only.

SALES—BREACH OF CONTRACT—TENDER OF DELIVERY.—The plaintiff contracted to sell the defendant a certain quantity of aluminum, to be delivered between certain fixed dates, shipment to be made as specified by the buyer who failed to specify any time for shipment. The plaintiff was ready and willing to deliver at any time between the dates set, but made no tender of the goods. *Held,* the plaintiff must make an actual tender of the goods as a condition precedent to his right to recover for